

Public Service Commission of South Carolina Tariff Summary Sheet as of May 31, 2011

Network Telephone Corporation d/b/a PAETEC Business Services

Tariff Service: Local

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (http://etariff.psc.sc.gov).

Revision Date Filed		Effective Date # of Pages		
E2011-127 5/24/11		5/31/11	61	
Summary: Local Replacement Tariff				
E2008-334	9/30/08	11/1/08	4	
Summary: This filing revises various nonrecurring charges.				

NETWORK TELEPHONE CORPORATION

d/b/a PAETEC Business Services

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

This Tariff issued by Network Telephone Corporation d/b/a PAETEC Business Services, South Carolina Local Tariff No. 3 Cancels and Replaces South Carolina Local Tariff No. 1 in it is Entirety.

SOUTH CAROLINA LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

OF

NETWORK TELEPHONE CORPORATION

d/b/a PAETEC Business Services

This tariff contains the description, regulations, and rates applicable to the furnishing of local exchange telecommunications services provided by Network Telephone Corporation d/b/a PAETEC Business Services within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's places of business.

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and Revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Sheet	Revision Level		Sheet	Revision Level	
Title	Original	*	31	Original	*
1	Original	*	32	Original	*
2	Original	*	33	Original	*
3	Original	*	34	Original	*
4	Original	*	35	Original	*
5	Original	*	36	Original	*
6	Original	*	37	Original	*
7	Original	*	38	Original	*
8	Original	*	39	Original	*
9	Original	*	40	Original	*
10	Original	*	41	Original	*
11	Original	*	42	Original	*
12	Original	*	43	Original	*
13	Original	*	44	Original	*
14	Original	*	45	Original	*
15	Original	*	46	Original	*
16	Original	*	47	Original	*
17	Original	*	48	Original	*
18	Original	*	49	Original	*
19	Original	*	50	Original	*
20	Original	*	51	Original	*
21	Original	*	52	Original	*
22	Original	*	53	Original	*
23	Original	*	54	Original	*
24	Original	*	55	Original	*
25	Original	*			
26	Original	*	Appendix		
27	Original	*	1	Original	*
28	Original	*	2	Original	*
29	Original	*	3	Original	*
30	Original	*	4	Original	*

^{*}New or Revised

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

TABLE OF CONTENTS

TITLE SHEET	I itle
CHECK SHEET	1
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS	3
TARIFF FORMAT	4
APPLICATION OF TARIFF	5
1. DEFINITIONS	6
2. REGULATIONS	9
2.1 Undertaking of the Company	9
2.2 Prohibited Uses	19
2.3 Obligations of the Customer	
2.4 Customer Equipment and Channels	23
2.5 Payment Arrangements	
2.6 Allowances for Interruptions of Service	31
2.7 Cancellation of Service	33
2.8 Transfers and Assignments	34
2.9 Notices and Communications	35
3. SERVICE DESCRIPTIONS	36
3.1 Local Exchange Service	36
3.2 Directory Listings	
3.3 Emergency Services (Enhanced 911)	
3.4 Promotional Offerings	39
3.5 Customer Service	39
3.6 Marketing Practices	39
3.7 Digital Subscriber Line	40
4. RATES	42
4.1 Resold Services	42
4.2 Directory Assistance and Operator Charges	48
4.3 Operator Services	48
4.4 City/Group Numbers	
4.5 Facilities-Based Services	
4.6 Employee Discounts	
5. SPECIAL SERVICE ARRANGEMENTS	55

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

	C	_	To signify changed regulation.
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D - To signify discontinued rate or regulation.

I - To signify increased rate.

M - To signify a move in location of text.

N - To signify new rate or regulation.

R - To signify reduced rate.

S - To signify reissued matter.

To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

- A. Sheet Numbering _ Sheet numbers appear in the upper right comer of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheet 14 and 15 would be 14.1.
- B. Sheet Revision Numbers _ Revision numbers also appear in the upper right comer of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence _ There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a). 2.1.1.A.1.(a)I.
 - 2.1.1.A.1.(a)I.(i.).
 - 2.1.1.A.1.(a)I.(i.)(1).
 - D. Check Sheet _ When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff; with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

NETWORK TELEPHONE CORPORATION

d/b/a PAETEC Business Services

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate communications services by Network Telephone Corporation d/b/a PAETEC Business Services, hereinafter "Company"). This tariff is on file with the South Carolina Public Service Commission ("Commission"), and copies can be inspected, during normal business hours, at Company's principal place of business.

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 1 - DEFINITIONS

Account Number: Customer's telephone number is the account number

Advance Payment: Payment of all or part of a charge required before the start of service.

Application for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Company to provide telecommunication service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Commission: South Carolina Public Service Commission, unless specifically stated otherwise.

Company: Network Telephone Corporation d/b/a PAETEC Business Services, which is the issuer of this tariff.

Competitive Local Carrier (CLC): Denotes a common carrier that is issued the appropriate Certificate to provide local exchange telecommunications service.

Customer: The person, firm, corporation or entity which orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer-Provided Equipment: Terminal equipment, as defined herein, provided by Customer.

Demarcation Point: The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company 's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

SECTION 1 – DEFINITIONS, (Cont'd.)

Disconnection: The disconnection of a circuit, dedicated access line, or pod connection being used for existing service.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Exchange Service: The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

Incumbent Local Exchange Carrier (ILEC): A local exchange carrier, including successors and assigns, that is certified by the commission and was providing basic local exchange service on February 8, 1996.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

LATA: A local access and transport area.

Local Calling: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

Local Service: Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff

Local Service Area: That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed.

Premises: Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(Premises) Inside Wire: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

Recurring Charges: The monthly charges to the Customer for services, facilities and/or equipment, which continue for the agreed upon duration of the service.

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 1 – DEFINITIONS, (Cont'd.)

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff; but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Services: The Company's local telecommunications services offered to the Customer.

Speed Dial: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use Services provided under this tariff.

SECTION 2 - REGULATIONS

2.1. Undertaking of the Company

2.1.1 Scope

- 2.1.1 A The Company undertakes to furnish resold intrastate local exchange telecommunications services under the terms of this tariff. Service is available 24 hours a day, seven days a week.
- 2.1.1 B The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

- 2.1.2.A The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- 2.1.2.B The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.3 Terms and Conditions
 - 2.1.3.A Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due in advance on the date specified by the Company. Service may be discontinued if a Customer's account remains unpaid after five days prior notice that service will be discontinued. All calculations of dates set forth in this tariff shall be based on calendar days.

Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

- 2.1.3.B At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 2.1.3.C This tariff shall be interpreted and governed by the laws of the State of South Carolina..
- 2.1.3.D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.3 Terms and Conditions, (Cont'd.)
 - 2.1.3.E The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
 - 2.1.4. Liability of the Company
 - 2.1.4.A The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to finish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.4. Liability of the Company, (Cont'd.)
 - 2.1.4.B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings. is not limited by this tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof) provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
 - 2.1 .4.CThe Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
 - 2.1.4.D The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or local exchange companies.

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.4. Liability of the Company, (Cont'd.)
 - 2.1 .4.E The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
 - 2.1.4.F The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by and other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company excluding attorney's fees. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
 - 2.1.4.G The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof; unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.4. Liability of the Company, (Cont'd.)
 - 2.1.4.H Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff; including:
 - 1. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this tariff;
 - 2. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
 - 3. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
 - 2.1.4.I The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim.

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.4. Liability of the Company, (Cont'd.)
 - 2.1.4.J THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PECULIAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
 - 2.1.4.K The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
 - 2.1.4.L No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
 - 2.1.4.M With respect to Emergency Number 911 Service:
 - 1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.4. Liability of the Company, (Cont'd.)
 - 2.1.4.M.2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, occasion by the use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated wit the telephone used by the patty or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.
 - 2.1.4.N The underlying service provider shall intercept all calls to a number listed incorrectly in the telephone directory until a new directory is distributed or a correction sheet is mailed to each customer.
 - 2.1.4.0 In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any can to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
 - 2.1.4.P When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

- 2.1.6 Provision of Equipment and Facilities
 - 2.1.6.A The Company shall use reasonable efforts to make available services to qualified applicants within five (5) business days after receipt of application unless a later date is requested. The Company will notify the applicant of the expected service date. If the Company is not able to connect service on the date expected, the Company shall promptly notify the applicant of the new expected service connection date. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
 - 2.1.6.B The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.6 Provision of Equipment and Facilities, (Cont'd.)
 - 2.1.6.CThe Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff; the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer provided equipment or for the quality of or defects in, such transmission; or
 - 2. the reception of signals by Customer provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors or the Incumbent Local Exchange Carrier.

NETWORK TELEPHONE CORPORATION

d/b/a PAETEC Business Services

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS, (Cont'd.)

2.2 Prohibited Uses

The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier.

This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

The Company may require a Customer to shut down its transmission of signals after five (5) days of prior written notice, if said transmission is causing interference to others.

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 2 - REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. Placing orders for service. When placing an order for service, Customer must provide:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).
- B. the payment of all applicable charges pursuant to this tariff.
- C. reimbursing the Company for damages to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fife or then or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- D. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.3 Obligations of the Customer, (Cont'd.)
 - 2.3.1 General, (Cont'd.)
 - E. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 .D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
 - F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work
 - G. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 2 - REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- H. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- I. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, any employee or invitee of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitee; or
- B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.4 Customer Equipment and Channels
 - 2.4.1 Interconnection of Facilities
 - 2.4.1.A Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.
 - 2.4.1.B Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
 - 2.4.1 C Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provision of this tariff.
 - 2.4.1.D The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilitates. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

d/b/a PAETEC Business Services

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.4 Customer Equipment and Channels, (Cont'd.)
 - 2.4.2 Inspections
 - 2.4.2.A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
 - 2.4.2.B If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for flintier corrective action. Within ten days of receiving this notice the Customer-must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

SECTION 2 - REGULATIONS, (Cont'd.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users. if an entity other than the Company imposes charges on the Company, m addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.A Taxes: The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

2.5.2 Billing and Collection of Charges

It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2.A All payments for service are paid in advance and are due thirty days (30) from the date of installation and on the expiration of each subsequent thirty day (30) period. The Company mails statements to each customer 30 days in advance during every billing cycle indicating the due date and the amount that is due. If a bill to the current customer remains unpaid after five days prior notice, service is disconnected.

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.5 Payment Arrangements, (Cont'd.)
 - 2.5.2 Billing and Collection of Charges, (Cont'd.)
 - 2.5.2.B Customers may pay for service by credit card, an authorized payment agent, or check.

2.5.3 Disputed Bills

If written or verbal notice of dispute as to charges is not received by the Company within the applicable statute of limitations such bill shall be deemed correct and binding. In the case of a billing dispute between the user and the Carrier for service furnished to the user, which cannot be settled with mutual satisfaction, the user can take the following course of action:

- 1.) First, the user may request, and the Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- 2.) Second, if there is still a disagreement about the disputed amount after the investigation and review by manager of the Carrier, the user may file an appropriate complaint with the Commission. The Commission's address is:

South Carolina Public Service Comm. 111 Doctors Circle P.O. Box 11649 Columbia, South Carolina 29203 Phone: (803) 737-5100 or 1-800-922-1531

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.5 Payment Arrangements, (Cont'd.)
 - 2.5.4 Discontinuance of Service

The Company may discontinue service or cancel an application for service for any of the following:

- 2.5.4.A Upon nonpayment of any regulated amounts owing to the Company after five days notice, the company may discontinue service.
- 2.5.4.B Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving five (5) days prior notice in writing to the Customer, discontinue or suspend service if such violation continues during that period.
- 2.5.4.C Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service.
- 2.5.4.D Upon the Customer's abandonment of service, the Company may, with five (5) day prior written notice to the Customer, discontinue service.
- 2.5.4.E Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may, with five (5) day prior written notice to the Customer, discontinue or suspend service.

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.5 Payment Arrangements, (Cont'd.)
 - 2.5.4 Discontinuance of Service, (Cont'd.)
 - 2.5.4.F The Company may discontinue the furnishing of any and/or all service(s) to a Customer:
 - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
 - 2. The Customer provides false information to the Company regarding the Customer's identity, address, or use of services(s).
 - 3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (c) Any other fraudulent means or devices; or
 - 4. The customer is not in compliance with a Commission order, delayed payment agreement, or extension agreement with the Company
 - 5. Unauthorized use of service or tampering with the Company's equipment;

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.5 Payment Arrangements, (Cont'd.)
 - 2.5.4 Discontinuance of Service
 - 2.5.4.G In the event that service is discontinued without prior written notice, the Company shall notify the customer of the reason for suspension by first class mail or by leaving a notice at the premises.
 - 2.5.4.H Service may be discontinued after five (5) day prior written notice for, but not limited to the following reasons (The company may deliver the notice to the customers premise, leaving it in a conspicuous place, or if the notice is mailed, the five (5) days begins three (3) days after the date the notice is placed in the U.S. mail, first class.)
 - 1. Use of service for unlawful purposes.
 - 2. Use of service in such a manner as to interfere with the service of other users:
 - 3. Noncompliance with any provisions of this tariff if the noncompliance is not corrected within that five (5) day period;
 - 4. The customer has not paid a billed charge associated with providing service; or
 - 5. Refusing to grant the Company access to its equipment at reasonable times.
 - 2.5.4.I The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

SECTION 2 - REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Credit Allowance - Directory

Subject to the provisions of Section 2.1.4 of this tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

- For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
- 2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
- 3. For listings and lines of information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
- 4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

2.5.6 Bad Check Charge

Carrier will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed account, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

SECTION 2 - REGULATIONS, (Cont'd.)

2.6 Allowances for Interruptions in Service

When the use of service or facilities finished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1 Credit Allowances

- 2.6.1.A Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Company.
- 2.6.1.B Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.6 Allowances for Interruptions in Service, (Cont'.d)
 - 2.6.1 Credit Allowances, (Cont'd.)
 - 2.6. 1.C For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for services outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.
 - 2.6.2 Limitations on Allowances No credit will be allowed for:
 - 2.6.2.A interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer or any person using the Company's services with the Customer's permission;
 - 2.6.2.B interruptions due to the failure or malfunction of non-Company equipment;
 - 2.6.2.C interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 - 2.6.2.D interruptions during which the Customer continues to use the service on an impaired basis;
 - 2.6.2.E interruptions during any period when the Customer has released service to the Company for maintenance or implementation of a Customer order for a change in service arrangements;
 - 2.6.2.F interruption of service due to circumstances or causes beyond the Company's control.

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 2 - REGULATIONS, (Cont'd.)

2.7 Cancellation of Service

- 2.7.1 Cancellation of Application for Service
 - 2.7.1.A Applications for service may be canceled orally or in writing. When a Customer cancels an application for service prior to the start of service or prior to any special constructions, no charges will be imposed, except as set forth below.
 - 2.7.1.B Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply. In no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
 - 2.7.1.C The special charges described in 2.7.1.A and 2.7.1.B will be calculated and applied on a case-by-case basis.

SECTION 2 - REGULATIONS, (Cont'd.)

- 2.7 Cancellation of Service, (Cont'd.)
 - 2.7.2 Cancellation of Service by a Customer
 - 2.7.2.A To cancel or terminate service, a customer must provide the Company with five (5) days notice.
 - 2.7.2.B If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:
 - 1. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
 - 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
 - 3. all Recurring Charges for the applicable notice period.
- 2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

SECTION 2 - REGULATIONS, (Cont'd.)

2.9 Notices and Communications

- 2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

NETWORK TELEPHONE CORPORATION

d/b/a PAETEC Business Services

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service

The Company's Local Telephone Service enables the Customer to:

- _ Place or receive calls to any calling Station in the local calling area, as defined herein
- _ Access basic 911 Emergency Service if available in the Customer's area;
- _ Where available, place or receive calls to 800 telephone numbers.

The Company's service can not be used to originate calls to other companies' caller-paid information services (e.g. 900.976).

The Company adopts the exchange maps and legal descriptions filed with the Commission by Southwestern Bell Telephone Company.

3.1.1 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number. The Service does not include any long distance service or other toll services. The following types of calls and services may be blocked by the Company: long distance; collect calls; operator-assisted calls; third number billed calls; or any service that may be billed to Customer's telephone number.

SECTION 3 - SERVICE DESCRIPTIONS, (Cont'd.)

3.2 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

- 3.2.1. The Company reserves the right to limit the length of any listing in the directory by abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, likely to mislead or deceive calling persons as to the identity of the listed patty, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.2.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.2.4 Directory listings are provided in connection with each Customer service as specified herein.

SECTION 3 - SERVICE DESCRIPTIONS, (Cont'd.)

- 3.2 Directory Listings, (Cont'd.)
 - 3.2.5 Three Digit Dialing Service (N11)
 - A. Three Digit Dialing Service (N11) is a three-digit local dialing arrangement for delivery of information via voice-grade facilities.
 - B. N11 service may be assigned for use in each local calling area only in those instances where the code has not been requested by an entity as defined by the Federal Communication commission in CC Docket 92-105 for specific uses. The specific uses are as follows:
 - 211 access to community information and referral services
 - 311 access to non-emergency policed and other governmental agencies
 - 411 directory assistance
 - 511 access to travel information services
 - 511 and 811 access to service repaid and business office uses of all providers of telephone exchange service
 - 711 access code to Telephone Relay Services (TRS)
 - C. Pursuant to South Carolina Public Service Commission order, the 711 Dialing Code is assigned for telephone relay services to be implemented for subscriber use not later than July 1, 2001
 - D. The company shall respond promptly to all complaints regarding the delivery of a call to the TRS service provider via 711.
 - E. The TRS service provider is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments and all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement of any patent, trademark, or copyright or resulting from any claim of liable and slander.

SECTION 3 - SERVICE DESCRIPTIONS, (Cont'd.)

3.3 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.4 Promotional Offerings

The Company, from time to time, will file promotional offerings with the Commission which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Any special promotions will be filed with the Commission at least 14 days prior to initiation of the promotion.

3.5 Customer Service

Customer service is available by calling the Company at its toll-free Customer Care number or by writing to the Company at 2134 W. Laburnum, Richmond, VA 23227.

3.6 Marketing Practices

Any marketing efforts will clearly indicate to the potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitation.

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the carrier hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it will comply with those marketing procedure, if any, set forth by the Public Service Commission. Additionally, it will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. It understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certificate to complete intrastate telecommunications traffic within the State of South Carolina.

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 3 - SERVICE DESCRIPTIONS, (Cont'd.)

3.7 Digital Subscriber Line

Digital Subscriber Line (DSL) service provides non-switched, high-speed transport from a remote site (e.g., home or branch office) to a designated network (e.g., private network or Internet Service Provider). DSL service allows for simultaneous transmission of digital data signals and voice signals over a customer's local exchange line. DSL service is available only where facilities and operating conditions permit.

A non-recurring installation charge and monthly recurring rate apply for each DSL end-user connection. Non-regulated Customer Premises Equipment (CPE) and Internet service charges also apply for each DSL end-user connection. Additional non-recurring charges will be levied to the DSL customer if the local exchange loop requires "Line Conditioning" to meet DSL specifications. Except where otherwise stated in this section, the terms and conditions set forth in other sections of this tariff shall apply in addition to the terms and conditions stated in this section.

Network Telephone will not provision DSL service if Network Telephone has reasonably determined that (a) it is not technically feasible to provide over existing facilities or (b) it will cause interference problems within Network Telephone's network or other facilities or with the network or facilities of any other party.

During network maintenance and software update periods, it may be necessary to temporarily place the DSL central office equipment out of service. Network Telephone reserves the right to temporarily interrupt DSL service during such periods and at other times such as those considered by Network Telephone to be an emergency; however, Network Telephone will make good faith efforts to avoid and minimize such temporary interruptions.

If Network Telephone has reason to believe that permitting the commencement or continuation of DSL service adversely affects or would adversely affect the ability of the Company or another carrier to provide, complete, or maintain the level of or quality of its services to its customers, Network Telephone may refuse to provide DSL service or may discontinue providing such service.

DSL service provides a virtual private line connection from the customer-designated premises to the point of interconnection on Network Telephone's network.

Network Telephone or its suppliers or representatives will qualify the local exchange service loop between the customers' designated premises and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing facilities to provide DSL service, and determine if Line Conditioning is required to support DSL service.

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SECTION 3 - SERVICE DESCRIPTIONS, (Cont'd.)

3.7 Digital Subscriber Line, (Cont'd.)

Line Conditioning may be necessary if the existing unaltered local exchange facility will not accommodate DSL service. This may include, but is not limited to, the removal of load coils, bridged taps, and/or repeaters or other devices. A non-recurring charge will apply per line that requires Line Conditioning. Network Telephone does not warrant that Line conditioning will permit the provision of DSL service. Where the customer orders Line Conditioning, the customer remains responsible for all charges incurred on its behalf, even though such Line Conditioning may not permit the provision of DSL service.

Network Telephone will not provision DSL service on facilities that are determined by the company to be unsuitable for DSL service. DSL service may not be available to the customer, or the customer may not have the selection of all of Network Telephone DSL offerings depending on the distance of the customer from the serving CO and the type and condition of the facilities, Where DSL service is not available, the customer may choose other Network Telephone offerings in lieu of DSL service; however, such other Network Telephone offerings shall only be available at the rates set forth for those other offerings, not the rates for DSL service.

DSL service will be provided subject to the availability and limitations of the wire centers and outside plant facilities and is only available where technical capabilities permit. Actual data transmission rates depend on a number of factors, including, but not limited to (1) the distance from the customer to the serving wire center, (2) the type of copper facility (wire gauge) and (3) the physical plant.

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SECTION 4 - RATES

4.1 Rates for Resold Services

The Company is presently reselling the services of BellSouth. The descriptions of local products and services offered by the Company will mirror those of BellSouth and only be available in BellSouth Service Territory. The rates for business services and products provided by the Company will be placed at a discount off the standard products and services offered by BellSouth.

Business end users who subscribe to this Company's local exchange service will receive a 5% discount off monthly recurring charges associated with products and services offered in this tariff. End users who subscribe to this Company's local exchange service in addition to this Company's intraLATA or interLATA long distance service will receive a 10% discount off monthly recurring charges for lines, trunks and channels. Features do not qualify for the 10% discount. Discounts do not apply to service chares, installation charges, or other non-recurring charges.

End users who subscribe to voice mail products or Inside Wire Maintenance plans will not receive discounts on these services. Residential customers will receive service at the rates listed in this tariff, with no discount.

4.1.1 Main Station Line Monthly Charges

		Individual	Auxiliary
Group Number	Residential	Business Line	Business Line (Inward)
1	\$13.70	\$32.55	\$33.55
2	\$14.15	\$34.25	\$35.25
3	\$14.60	\$35.95	\$36.95
4	\$15.05	\$37.65	\$38.65
5	\$15.50	\$39.35	\$40.35
6	\$15.95	\$41.05	\$42.05
7	\$16.40	\$42.75	\$43.75

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 4 – RATES, (Cont'd.)

4.1 Rates for Resold Services, (Cont'd.)

4.1.2 PBX Trunks

		Group I	Number	
	1	2	3	4
Combination	\$38.58	\$41.13	\$43.68	\$46.23
Inward Only	\$38.58	\$41.13	\$43.68	\$46.23
Outdial	\$38.58	\$41.13	\$43.68	\$46.23
Direct Inward Dialing(DID)	\$38.58	\$41.13	\$43.68	\$46.23
DID Combination	\$77.16	\$82.26	\$87.36	\$92.46

		Group I	Number
	5	6	7
Combination	\$48.78	\$51.33	\$53.88
Outdial	\$48.78	\$51.33	\$53.88
Inward Only	\$48.78	\$51.33	\$53.88
Direct Inward Dialing(DID)	\$48.78	\$51.33	\$53.88
DID Combination	\$97.56	\$102.66	5\$107.76

4.1.3 Non-Recurring Charges

4.1.3.A	Line Connection	Residence	Business
	First Line Additional Line	\$40.00 \$18.00	\$64.00 \$26.00
4.1.3.B	Line Change	Residence	Business
	First Line Additional Line	\$22.50 \$12.00	\$25.00 \$9.00
4.1.3.C	Secondary Service	Residence	Business
	Per Request	\$5.25	\$10.00

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 4 – RATES, (Cont'd.)

4.1 Rates for Resold Services, (Cont'd.)

4.1.3 Non-Recurring Charges, (Cont'd.)

4.1.3.D	Premise	Work	Residence	Business

First 15 Minutes \$22.00 \$23.00

Each Additional 15 minutes \$11.00 \$11.00

4.1.4 Optional Features

4.1.4.A Residence Custom Calling Features

	Monthly Charge	Per Use Charge
Call Waiting	\$4.18 per line	
Call Forwarding Variable	\$3.80per line	
Three-Way Calling	\$3.80 per line	\$0.71 per use
Speed Calling (8-Code)	\$3.33 per line	•
Speed Calling (30-Code)	\$4.28 per line	
Call Forwarding - Busy Line	\$.95 per line	
Call Forwarding - Don't Answer	\$.95 per line	
Call Forwarding Don't Answer - Ring Control	\$.95 per line	
Customer Controlled Call Forwarding Busy Line	\$2.85 per line	
Customer Controlled Call Forwarding Don't Answer	\$2.85 per line	
Call Forwarding Busy Line Multipath	\$1.90 per line	
or customer control of call forwarding		
busy line multipath		
Call Forwarding Don't Answer Multipath	\$1.90 per line	
or customer control of call forwarding		
don't answer multipath		
Call Forwarding Variable Multipath	\$2.85 per line	
or remote access - call forwarding		
variable multipath		
Remote Access - Call Forwarding Variable	\$6.46 per line	
Call Waiting Deluxe	\$5.70 per line	

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SECTION 4 – RATES, (Cont'd.)

4.1 Rates for Resold Services, (Cont'd.)

4.1.4.B Business Custom Calling Features

1) Individual Features:

	Monthly Charge	Per Use Charge
Call Waiting	\$4.95 per line	
Call Forwarding Variable	\$4.95 per central office line	e/trunk
Call Forwarding Variable	\$8.00 per trunk equipped	
Three-Way Calling	\$4.95 per line	\$0.75 per use
Speed Calling (8-Code)	\$4.95 per line and/or trunk	equipped
Speed Calling (30-Code)	\$5.95 per line and/or trunk	
Call Forwarding - Busy Line	\$2.95 per line	
Call Forwarding - Don't Answer	\$2.95 per line	
Call Forwarding Don't Answer - Ring Control	\$2.95 per line	
Customer Controlled Call Forwarding Busy Line	•	
Customer Controlled Call Forwarding Don't Ans	wer\$6.25 per line	
Call Forwarding Busy Line Multipath	\$3.00 per line	
or customer control of call forwarding	•	
busy line multipath		
Call Forwarding Don't Answer Multipath	\$3.00 per line	
or customer control of call forwarding	•	
don't answer multipath		
Call Forwarding Variable Multipath	\$3.00 per line	or
remote access - call forwarding	•	
variable multipath		
Remote Access - Call Forwarding Variable	\$8.95 per line	

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SECTION 4 – RATES, (Cont'd.)

4.1 Rates for Resold Services, (Cont'd.)

4.1.4.C (Reserved for Future Use)

4.1.4.D Remote Call Forwarding

Monthly Charges

	Monthly
Per Feature, arranged for	
other than local forwarding	\$16.00
Per Feature, arranged for	
local forwarding	\$16.00
Per additional access facility	\$16.00

4.1.4.E Additional Services

Residence:

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 4 – RATES, (Cont'd.)

4.1 Rates for Resold Services, (Cont'd.)

4.1.4.E Additional Services, (Cont'd.)

Business:		Monthly Rate		
	Caller ID basic	\$7.50 per line		
	Caller ID deluxe (with ACR)	\$9.95 per line		
	Caller ID deluxe (without ACR)	\$10.00 per line		
	Enhanced Caller ID (with ACR)	\$15.95 per line		
	Enhanced Caller ID with			
	Call Management (with ACR)	\$16.95 per line		
	Enhanced Caller ID with			
	Call Management (with ACR and			
	Call Forwarding Don't Answer)	\$16.95 per line		
	Anonymous Call Rejection	\$3.75 per line		
	Call Return	\$4.50 per line \$0.75 per use		
	Repeat Dialing	\$4.50 per line \$0.75per use		
	Call Selector	\$4.50 per line		
Preferred Call Forwarding		\$4.50 per line		
Call Block		\$4.50 per line		
Call Tracing		\$4.95 per line		

4.1.4.F Business Multi-Feature Discounts

Number of	Business	Number of	Business
Features	Monthly Credit	Features	Monthly Credit
2	\$0.75	11	\$20.25
3	2.25	12	22.50
4	4.50	13	24.75
5	6.75	14	27.00
6	9.00	15	29.25
7	11.25	16	31.50
8	13.50	17	33.75
9	15.75	18	36.00
10	18.00	19	38.25
		20	40.50

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 4 – RATES, (Cont'd.)

4.2 Directory Assistance

Maximum Monthly Recurring Charge*

Local \$1.30
Local Directory Assistance Call Completion \$0.50
IntraLATA Directory Assistance Call Completion
Direct Dialed \$0.80

Direct Dialed \$0.80 Customer Dialed Calling Card \$1.75 Other Card and Operator Assisted \$2.25

4.2.1 Directory Listings

Maximum	N.	lonth	ly.	K	Recurring	Charge*
---------	----	-------	-----	---	-----------	---------

Additional Listings	\$3.00
Alternate Listings	\$3.00
Cross Reference Listings	\$3.00
Foreign Listings	\$3.00
(Includes cross reference, alternate a	nd special text)
Stylict Lictings	•

Stylist Listings

Business \$5.00
Residence \$5.00
Answering Service Listing \$3.00
Non-Published Listing \$5.00

4.3 Operator-Assisted Services

4.3.1 Billing Surcharges

	M	laximum	Μo	onth	ly l	Recurr	ing (Charge	*
--	---	---------	----	------	------	--------	-------	--------	---

Station-to-Station customer dialed calling card	\$1.75 per call
Station-to-Station operator services assisted	\$3.75 per call
Person to Person operator assisted calls	\$9.95 per call
Verification	\$3.00 per call
Interruption	\$4.00 per call

4.3.2 (Reserved for Future Use)

*Note: Current prices are listed in the price list addendum to this tariff.

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 4 – RATES, (Cont'd.)

4.4 City/Group Numbers

CITY	GROUP NUMBER	CITY	GROUP NUMBER	CITY	GROUP NUMBER
Aiken	5	Easley	7	Newberry	3
Allendale	2	Eastover	7	Newtonville	-
Anderson	5	Edgefield	1	Nichols	-
Antioch	-	Edisto Island	1	North Augusta	7
Bamberg	4	Florence	-	Orangeburg	-
Barnwell	2	Folly Beach	7	Pacolet	5
Batesburg	2	Fountain Inn	7	Pelzer	5
Bath	7	Gaffney	3	Pendleton	5
Beech Island	7	Graniteville	5	Pickens	-
Belton	5	Greenville	-	Piedmont	7
Bennettsville	2	Greer	7	Prosperity	2
Blacksburg	3	Hartsville	-	Rowland	-
Blackville	2	Hickory Grove	2	Salem	3
Blenheim	2	Honea Path	5	Seneca	4
Blue Ridge	7	Isle of Palms	7	Sharon	2
Camden	3	Joanna	2	Six Mile	4

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 4 – RATES, (Cont'd.)

CITY	GROUP NUMBER	CITY	GROUP NUMBER	CITY	GROUP NUMBER
Aiken	5	Easley	7	Newberry	3
Allendale	2	Eastover	7	Newtonville	-
Anderson	5	Edgefield	1	Nichols	-
Antioch	-	Edisto Island	1	North Augusta	7
Bamberg	4	Florence	-	Orangeburg	-
Barnwell	2	Folly Beach	7	Pacolet	5
Batesburg	2	Fountain Inn	7	Pelzer	5
Bath	7	Gaffney	3	Pendleton	5
Beech Island	7	Graniteville	5	Pickens	-
Belton	5	Greenville	-	Piedmont	7
Bennettsville	2	Greer	7	Prosperity	2
Blacksburg	3	Hartsville	-	Rowland	-
Blackville	2	Hickory Grove	2	Salem	3
Blenheim	2	Honea Path	5	Seneca	4
Blue Ridge	7	Isle of Palms	7	Sharon	2
Camden	3	Joanna	2	Six Mile	4

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 4 – RATES, (Cont'd.)

4.5 Rates for Facilities-Based Service

4.5.1 Access Line

Effective November 1, 2001, facilities-based access line rates are available to new business customers in deaveraged zones one and two as established by the South Carolina Public Service Commission, and for customers in competitive situations on an individual case basis. The rates include unlimited local calling in the basic local calling area only. The rates listed below apply per line for Access Lines, PBX Trunks and each channel of a channelized T1, and Network Access Registers. There is a three-line minimum per customer location.

3 or more lines, per line	Maximum Monthly Recurring Charge* \$42.00
4.5.2 Access Line Features	
Repeat Dialing	\$5.00
Call Waiting	\$5.00
Speed Calling - 8 Numbers	\$5.00
Speed Calling - 30 Numbers	\$10.00
Call Forwarding Busy Line (CFBL)	\$5.00
Call Forward Don't Answer (CFDA)	\$5.00
Selective Call Forward	\$5.00
Call Forward Variable	\$5.00
Caller ID Deluxe	\$10.00
Enhanced Caller ID (Caller ID on Call Wa	aiting) \$10.00
Caller ID	\$5.00
Call Hold	\$5.00
Call Return	\$5.00
Three-Way Calling	\$5.00
Cancel Call Waiting	\$5.00
Call Blocking	\$5.00
Caller ID Blocking	\$5.00
Ring Select I	\$10.00
Ring Select II	\$15.00
Message Waiting Indication	\$5.00
Selective Call Rejection	\$5.00

^{*}Note: Current prices are listed in the Price List addendum to this tariff

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

\$10.00

\$10.00

\$5.00

\$0.25

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 – RATES, (Cont'd.)

4.5 Rates for Facilities-Based Service(continued)

4.5.2 Access Line Features, (Cont'd.)

Maximum Mon	thly Recurring Charges*
Selective Distinctive Alerting	\$5.00
Distinctive Ringing	\$5.00
Hunting	\$15.00
Anonymous Call Rejection	\$5.00
Customized Code Restriction Options	
Option #1 $(0-,0+,1+,1+900, 1+555+1212,$	
1+NPA-555-1212, 411, 976, IDDD01, IDDD011+)	\$5.00
Option #2 (976, 0-, 0+, IDD01)	\$5.00
Option #3 (0-,0+, 1+, 1+900, 1+555-1212	
1+NPA-555-1212, IDD01, IDD011+)	\$5.00
Option #4 (976, 1+900)	\$0.00
4.5.3 DID Service	
Establish Trunk Group and provide 1st group	
of 20 DID numbers	\$5.00
Each additional group of 20 DID numbers	\$5.00
Non-Consecutive DID numbers, each	\$0.25
DID Trunk Termination	\$25.50

*Note: Current prices are listed in the Price List addendum to this tariff

Multifrequency (MF) Pulsing Option, each

Group of 20 Reserved Numbers, each group

Reserved Non-Consecutive DID Numbers,

Dual Tone Multifrequency (DTMF)
Pulsing Option

each

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 4 – RATES, (Cont'd.)

4.5 Rates for Facilities-Based Service, (Cont'd.)

4.5.4 Service Charges

Solvier Changes	Maximum Nonrecurring Charges*
Line Connection Charge, per line or trunk	
First	\$75.00
Additional	\$25.00
Line Change Charge, per line or trunk	
First	\$35.00
Additional	\$15.00
Restoration of Service, per line or trunk	
First	\$80.00
Additional	\$80.00
Service Ordering Charge, per order	\$20.00
Premise Work Charge	
First hour or fraction thereof	\$125.00
Each Additional 15 minutes	\$ 20.00
Expedite Charge	\$375.00

Note: This charge applies when a customer requests an expedited installation date. However, Network Telephone does not guarantee an installation date or interval.

4.5.5 Remote Call Forwarding

	Maximum Monthly Recurring Charges*
Per Feature, Arranged	\$20.50
Local Measured, per feature arranged	\$20.50
Per Additional Access Facility	\$20.50

Note: A line charge will apply if RCF is installed after initial service installation. Usage charges may apply.

4.5.5.1 Non-bundled Features

	Maximum Monthly Recurring Charges*
Remote Activation of Call Forwarding	\$12.00
User Transfer and Conferencing	\$12.00

*Note: Current prices are listed in the Price List addendum to this tariff

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 4 – RATES, (Cont'd.)

4.6 Rates for Company Employees

4.6.1 Residential Service for Company Employees

Active employees of this Company will be furnished local access lines and features at a discount of 14.8% off the monthly recurring charges for residential service listed in this tariff. Service will be furnished only at one location and only when the telephone is located in the employee's residence. Such employee's service will not be furnished at locations where the station is not restricted to the use of the employee and members of his immediate family or other employees of the Company residing in the same household. Employees who receive this discount will not be eligible for other residential telephone discounts or promotions offered by Network Telephone. Voice mail and inside wire maintenance plans are not eligible for the discount. Employees who separate from the company and are entitled to a severance or retirement package may have service continued at the employee discount for a specified length of time as part of the separations package.

4.6.2 Voice Service with DSL for Employees

Active employees who have completed 90 days of employment with Network Telephone are eligible for SDSL service which includes basic voice service at the employee discount price indicated below:

Zone	Monthly Recurring Charge	Installation Charge
1	\$32.10	\$601.00
2	\$40.79	\$601.00
3	\$49.15	\$601.00

If an employee cancels the order during the ILEC cancellation period, a \$100 order cancellation charge will apply. If the employee cancels the order after the ILEC cancellation period, then a \$199 order cancellation charge will be assessed. If the employee is terminated (voluntarily or involuntarily), NTC will be the employee the per line rate for unbundled DSL service in the company's current price list.

Employees must also choose Network Telephone's long distance service at currently tariffed prices to be eligible for the discounted VoDSL package. Features, including voice mail, are not eligible for a discount.

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

SECTION 5 - SPECIAL SERVICE ARRANGEMENTS

5.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. The Company's rates will be offered to the customer in writing and on a non-discriminatory basis. The Company may include resold services of BellSouth in the offering. When individual resold services are not listed separately in this tariff, prices will include a 10% discount off the monthly recurring charges in BellSouth's tariffs currently on file with the South Carolina Public Service Commission.

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

Local Exchange Service Current Price List

Section 4.1 - Reserved for Future Use

Section 4.2 - Directory Assistance

	Per Use Charge
Local	\$1.25
Local Directory Assistance Call Completion	\$0.30
IntraLATA Directory Assistance Call Completion	'
Direct Dialed	\$0.50
Customer Dialed Calling Card	\$0.85
Other Card and Operator Assisted	\$1.25
Section 4.2.1 - Directory Listings	Ψ1 .= 0
, and	Monthly Recurring Charge
Additional Listings	\$2.30
Alternate Listings	\$2.00
Cross Reference Listings	\$2.00
Foreign Listings	
(Includes cross reference, alternate & special t	text) \$2.00
Stylist Listings	
Business	\$2.00
Residential	\$3.50
Answering Service Listing	\$2.00
Non-published Listing	\$2.25
Section 4.2 Operator Assisted Services	
Section 4.3 - Operator- Assisted Services	Billing Surcharges
Ctation to Ctation anatomor dialog calling and	\$1.00
Station-to-Station customer dialed calling card	
Station-to-Station operator assisted	\$1.75
Person-to–Person operator assisted	\$3.50
Operator Verification	\$1.25
Operator Interruption	\$1.75

Section 4.4 - Reserved

Section 4.5

4.5.1 Access Lines

Monthly Recurring Charge

3 or more lines, per line \$35.00

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

Local Exchange Service Current Price List

4.5.2 Access Line Features

Repeat Dialing	\$3.00
Call Waiting	\$3.00
Speed Calling - 8 Numbers	\$3.00
Speed Calling - 30 Numbers	\$3.00
Call Forwarding Busy Line (CFBL)	\$3.00
Call Forward Don't Answer (CFDA)	\$3.00
Selective Call Forward	\$3.00
Call Forward Variable	\$3.00
Caller ID Deluxe	\$8.00
Enhanced Caller ID (Caller ID on Call Waiting)	\$7.00
Caller ID	\$3.00
Call Hold	\$3.00
Call Return	\$3.00
Three-Way Calling	\$3.00
Cancel Call Waiting	\$0.00
Call Blocking	\$3.00
Caller ID Blocking	\$3.00
Ring Select I	\$7.00
Ring Select II	\$9.00
Message Waiting Indication	\$0.00
Selective Call Rejection	\$3.00
Selective Distinctive Alerting	\$3.00
Distinctive Ringing	\$3.00
Hunting	\$9.00
Anonymous Call Rejection	\$3.00
Customized Code Restriction Options	
Option #1 (0-,0+,1+, 1+900, , 1+555+1212,	
1+NPA-555-1212, 411, 976, IDDD01, IDDD011+)	\$3.75
Option #2 (976, 0-, 0+, IDD01)	\$3.75
Option #3 (0-,0+, 1+, 1+900, 1+555-1212	
	+

1+NPA-555-1212, IDD01, IDD011+)

Option #4 (976, 1+900)

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

\$3.75

\$0.00

Local Exchange Service Current Price List

4.5.3 DID Service

Establish Trunk Group and provide 1 st group	
of 20 DID numbers	\$ 3.00
Each additional group of 20 DID numbers	\$ 3.00
Non-Consecutive DID numbers, each	\$ 0.15
DID Trunk Termination	\$17.50
Multifrequency (MF) Pulsing Option, each	\$ 6.00
Dual Tone Multifrequency (DTMF)	
Pulsing Option	\$ 6.00
Group of 20 Reserved Numbers, each group	\$ 3.00
Reserved Non-Consecutive DID Numbers,	
each	\$ 0.15

4.5.4 Service Charges

-	Nonrecurring Charges
Line Connection Charge, per line or trunk	
First	\$64.00
Additional	\$26.00
Line Change Charge, per line or trunk	
First	\$25.00
Additional	\$ 9.00
Restoration of Service Charge	
First	\$38.50
Additional	\$38.50
Service Ordering Charge, per order	\$10.00
Premise Work Charge	
First hour or fraction thereof	\$100.00
Each Additional 15 minutes	\$ 13.75
Expedite Charge	\$345.00

4.5.5 Remote Call Forwarding

Monthly Recurring Charges
\$14.50
\$14.50
\$14.50

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011

Local Exchange Service Current Price List

4.5.5. Non-Bundled Features - Facilities-Based

Monthly Recurring Charge

Remote Activation of Call Forwarding \$7.00 User Transfer and Conferencing \$6.00

ISSUED: May 24, 2011 EFFECTIVE: May 25, 2011